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8 UNITED STATES DISTRICT COURT FOR THE
9 EASTERN DISTRICT OF WASHINGTON

10 DANIELIA SOLIS-VOLDOVINOS,)
11)
12 Plaintiff,)
13 v.)
14)
15 SYNCHRONY BANK, MIDLAND)
16 CREDIT MANAGEMENT, and)
17 KOHL'S DEPARTMENT STORES,)
18 INC.,)
19 Defendants.)
20)
21)
22)
23)
24)
25)
26)

Case No. 1:15-cv-03205-TOR

**STIPULATED PROTECTIVE
ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with Fed. R. Civ. P. 26. It does not confer blanket protection on all

disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

2. “CONFIDENTIAL” MATERIAL

“Confidential” material shall include documents and tangible things produced or otherwise exchanged, designated as “Confidential” during the course of discovery, including defendants’ account notes and internal policies and procedures, and other trade secret documents.

3. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential material. However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation.

Confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored

1 and maintained by a receiving party at a location and in a secure manner that
2 ensures that access is limited to the persons authorized under this agreement.

3 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the designating party, a
5 receiving party may disclose any confidential material only to:

6 (a) the receiving party’s counsel of record in this action, as well as
7 employees of counsel to whom it is reasonably necessary to disclose the
8 information for this litigation;

9 (b) the officers, directors, and employees (including in house counsel)
10 of the receiving party to whom disclosure is reasonably necessary for this
11 litigation, unless the parties agree that a particular document or material produced
12 is for Attorney’s Eyes Only and is so designated;

13 (c) experts and consultants to whom disclosure is reasonably
14 necessary for this litigation and who have signed the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A);

16 (d) the court, court personnel, and court reporters and their staff;

17 (e) copy or imaging services retained by counsel to assist in the
18 duplication of confidential material, provided that counsel for the party retaining
19 the copy or imaging service instructs the service not to disclose any confidential
20 material to third parties and to immediately return all originals and copies of any
21 confidential material;

22 (f) during their depositions, witnesses in the action to whom
23 disclosure is reasonably necessary and who have signed the “Acknowledgment and
24 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating

1 party or ordered by the court. Pages of transcribed deposition testimony or exhibits
2 to depositions that reveal confidential material must be separately bound by the
3 court reporter and may not be disclosed to anyone except as permitted under this
4 agreement;

5 (g) the author or recipient of a document containing the information
6 or a custodian or other person who otherwise possessed or knew the information.

7 4.3 Filing Confidential Material. Before filing confidential material or
8 discussing or referencing such material in court filings, the filing party shall confer
9 with the designating party to determine whether the designating party will remove
10 the confidential designation, whether the document can be redacted, or whether a
11 motion to seal or stipulation and proposed order is warranted.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.
14 Each party or non-party that designates information or items for protection under
15 this agreement must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The designating party must designate for
17 protection only those parts of material, documents, items, or oral or written
18 communications that qualify, so that other portions of the material, documents,
19 items, or communications for which protection is not warranted are not swept
20 unjustifiably within the ambit of this agreement.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (*e.g.*, to unnecessarily encumber or delay the case development process or
24

1 to impose unnecessary expenses and burdens on other parties) expose the
2 designating party to sanctions.

3 If it comes to a designating party's attention that information or items that it
4 designated for protection do not qualify for protection, the designating party must
5 promptly notify all other parties that it is withdrawing the mistaken designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as
8 otherwise stipulated or ordered, disclosure or discovery material that qualifies for
9 protection under this agreement must be clearly so designated before or when the
10 material is disclosed or produced.

11 (a) Information in documentary form: (*e.g.*, paper or electronic
12 documents and deposition exhibits, but excluding transcripts of depositions or
13 other pretrial or trial proceedings), the designating party must affix the word
14 "CONFIDENTIAL" to each page that contains confidential material. If only a
15 portion or portions of the material on a page qualifies for protection, the producing
16 party also must clearly identify the protected portion(s) (*e.g.*, by making
17 appropriate markings in the margins).

18 (b) Testimony given in deposition or in other pretrial or trial
19 proceedings: the parties must identify on the record, during the deposition, hearing,
20 or other proceeding, all protected testimony, without prejudice to their right to so
21 designate other testimony after reviewing the transcript. Any party or non-party
22 may, within fifteen days after receiving a deposition transcript, designate portions
23 of the transcript, or exhibits thereto, as confidential.

1 (c) Other tangible items: the producing party must affix in a
2 prominent place on the exterior of the container or containers in which the
3 information or item is stored the word "CONFIDENTIAL." If only a portion or
4 portions of the information or item warrant protection, the producing party, to the
5 extent practicable, shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive
8 the designating party's right to secure protection under this agreement for such
9 material. Upon timely correction of a designation, the receiving party must make
10 reasonable efforts to ensure that the material is treated in accordance with the
11 provisions of this agreement.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any party or non-party may challenge a
14 designation of confidentiality at any time. Unless a prompt challenge to a
15 designating party's confidentiality designation is necessary to avoid foreseeable,
16 substantial unfairness, unnecessary economic burdens, or a significant disruption
17 or delay of the litigation, a party does not waive its right to challenge a
18 confidentiality designation by electing not to mount a challenge promptly after the
19 original designation is disclosed.

20 6.2 Meet and Confer. The parties must make every attempt to resolve any
21 dispute regarding confidential designations without court involvement. Any motion
22 regarding confidential designations or for a protective order must include a
23 certification, in the motion or in a declaration or affidavit, that the movant has
24 engaged in a good faith meet and confer conference with other affected parties in

1 an effort to resolve the dispute without court action. The certification must list the
2 date, manner, and participants to the conference. A good faith effort to confer
3 requires a face-to-face meeting or a telephone conference.

4 6.3 Judicial Intervention. If the parties cannot resolve a challenge without
5 court intervention, the designating party may file and serve a motion to retain
6 confidentiality. The burden of persuasion in any such motion shall be on the
7 designating party. Frivolous challenges, and those made for an improper purpose
8 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may
9 expose the challenging party to sanctions. All parties shall continue to maintain the
10 material in question as confidential until the court rules on the challenge.

11 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
12 IN OTHER LITIGATION

13 If a party is served with a subpoena or a court order issued in other litigation
14 that compels disclosure of any information or items designated in this action as
15 “CONFIDENTIAL,” that party must:

16 (a) promptly notify the designating party in writing and include a
17 copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or
19 order to issue in the other litigation that some or all of the material covered by the
20 subpoena or order is subject to this agreement. Such notification shall include a
21 copy of this agreement; and

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the designating party whose confidential material may be affected.

24 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

1 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
2 confidential material to any person or in any circumstance not authorized under
3 this agreement, the receiving party must immediately (a) notify in writing the
4 designating party of the unauthorized disclosures, (b) use its best efforts to retrieve
5 all unauthorized copies of the protected material, (c) inform the person or persons
6 to whom unauthorized disclosures were made of all the terms of this agreement,
7 and (d) request that such person or persons execute the “Acknowledgment and
8 Agreement to Be Bound” that is attached hereto as Exhibit A.

9 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
10 PROTECTED MATERIAL

11 When a producing party gives notice to receiving parties that certain
12 inadvertently produced material is subject to a claim of privilege or other
13 protection, the obligations of the receiving parties are those set forth in Federal
14 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
15 whatever procedure may be established in an e-discovery order or agreement that
16 provides for production without prior privilege review. Parties shall confer on an
17 appropriate non-waiver order under Fed. R. Evid. 502.

18 10. NON TERMINATION AND RETURN OF DOCUMENTS

19 Within 60 days after the termination of this action, including all appeals,
20 each receiving party must return all confidential material to the producing party,
21 including all copies, extracts and summaries thereof. Alternatively, the parties
22 may agree upon appropriate methods of destruction.

23 Notwithstanding this provision, counsel are entitled to retain one archival
24 copy of all documents filed with the court, trial, deposition, and hearing transcripts,

1 correspondence, deposition and trial exhibits, expert reports, attorney work
2 product, and consultant and expert work product, even if such materials contain
3 confidential material.

4 The confidentiality obligations imposed by this agreement shall remain in
5 effect until a designating party agrees otherwise in writing or a court orders
6 otherwise.

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8
9 DATED: October 13, 2016

s/Christopher E. Green

10 Christopher E. Green
11 Attorneys for Plaintiff

12 DATED: October 13, 2016

s/Vicky S. Garcia

13 Vicky S. Garcia
14 Attorneys for Defendant Synchrony
Bank

15 DATED: October 13, 2016

s/Robert E. Sabido

16 Robert E. Sabido
17 Attorney for Defendant Midland Credit
Union


18 DATED: October 13, 2016

s/Bonnie Keane

19 Bonnie Keane, *pro hac vice*
20 Attorneys for Defendant Kohl's
Department Stores, Inc.

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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3 DATED 10/21/2016

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5 THOMAS O. RICE
6 Chief United States District Judge
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25 STIPULATED PROTECTIVE ORDER - 10
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case of ***Danelia Solis-Voldovinos v. Synchrony Bank, Midland Credit Management, and Kohl's Department Stores***, Case No. 1:15-cv-03205-TOR; United States District Court, Eastern District of Washington. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____